

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

PETER ACCURSO, <i>Plaintiff & Counterclaim Defendant,</i>	:	
	:	CIVIL ACTION
	:	
v.	:	
	:	
INFRA-RED SERVICES, INC., et al., <i>Defendants & Counterclaim Plaintiffs.</i>	:	No. 13-7509

ORDER

AND NOW, this 28th day of May, 2014, upon consideration of Mr. Land and Ms. Strein’s Joint Motion for Partial Judgment on the Pleadings (Docket No. 14), Mr. Accurso’s Memorandum of Law in Opposition thereto (Docket No. 17), Mr. Land and Ms. Strein’s Motion for Leave to File a Reply Brief (Docket No. 18), and the Reply Brief attached to that Motion (Docket No. 18-1), **it is HEREBY ORDERED that—**

1. The Motion for Leave to File a Reply Brief is **GRANTED**;
2. The Joint Motion for Partial Judgment on the Pleadings is **GRANTED IN PART and DENIED IN PART, with respect to the following Counts of Mr. Accurso’s Amended Complaint (Docket No. 10):**
 - a. Count II, for breach of contract, is **dismissed with prejudice** as to Mr. Accurso’s voluntary undertaking and “participation theory” grounds and **dismissed without prejudice** as to Mr. Accurso’s seeking leave to amend to state a claim based on corporate veil-piercing;¹

¹ Any future Motion for Leave to Amend should include a Proposed Second Amended Complaint addressing the deficiencies identified in the Memorandum accompanying this Order.

- b. Count III, for breach of partnership agreement, is likewise **dismissed without prejudice**; *and*
- c. Count VII, for civil conspiracy, is permitted to proceed.

BY THE COURT:

/s/ Gene E.K. Pratter
GENE E.K. PRATTER
United States District Judge

The Court is aware that Mr. Accurso may seek to take more discovery before considering moving for leave to amend. *Cf., e.g., Stein v. Fenestra Am., L.L.C.*, No. 09-5038, 2010 WL 816346, at*6 (E.D. Pa. Mar. 9, 2010) (“The Court will grant a period of limited discovery on these issues and allow the Plaintiffs to amend their Complaint to allege facts supporting their argument that Zeluck and Fenestra are jointly and severally liable for the debts of each other.”).